

TO: BENJAMIN GREENSPAN COMPANY: 620 LAGUNA ROAD

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

12/06/2009
900149238

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trax Holdings, Incorporated		12/04/2009	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	Partners for Growth II, L.P.
Street Address:	180 Pacific Avenue
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94941
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77219543	TRAX

CORRESPONDENCE DATA

Fax Number: (415)738-5371
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 415-381-3283
 Email: ben@greenspan-law.com
 Correspondent Name: Benjamin Greenspan
 Address Line 1: 620 Laguna Road
 Address Line 4: Mill Valley, CALIFORNIA 94941

NAME OF SUBMITTER:	Benjamin Greenspan
Signature:	/bg/
Date:	12/06/2009

Total Attachments: 4
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TO: BENJAMIN GREENSPAN COMPANY: 620 LAGUNA ROAD

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TRADEMARK COLLATERAL AGREEMENT AND NOTICE

This Trademark Collateral Agreement and Notice dated as of December 4, 2009, is between Trax Holdings, International, an Arizona corporation, and Trax Technologies, Inc., a Nevada corporation headquartered in Arizona, and File Express, Inc., an Arizona corporation, each with their principal place of business located at 14500 N. Northsight Blvd., Suite 113, Scottsdale, AZ 85260 (individually and collectively, "Assignor") and Partners for Growth II, L.P., 180 Pacific Avenue, San Francisco, CA 94111 ("Assignee") pursuant to a Term Loan and Security Agreement and Revolving Loan and Security Agreement each dated December 4, 2009, by and among Assignor and Assignee and pursuant to certain other loan documents referenced therein (collectively, the "Loan Documents").

WHEREAS, Assignor is the owner of certain trademarks, including all federal applications and/or registrations therefor, together with the goodwill of the business connected with the use of and symbolized thereby, as listed on Exhibit 1 hereto (the "Marks"); and

WHEREAS, Assignee has agreed to extend certain credit to Assignor on condition that the Assignor pledge and grant to Assignee as collateral for the Obligations (as defined in the Loan Documents) a security interest and lien in and to the Marks and all proceeds thereof and all other related claims and rights as more fully described in a certain Intellectual Property Security Agreement (the "Security Agreement") in favor of the Assignee dated December 4, 2009, by and among Assignor and Assignee;

NOW THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Obligations, Assignor hereby pledges and grants to Assignee a security interest and lien in and to the Marks and all proceeds thereof and gives notice of such security interest and the existence of such Security Agreement providing therefor.

Executed as of the date first above written.

Assignor:

Trax Holdings, Incorporated

By [Signature]
Chief Executive Officer

By [Signature]
Secretary

Assignor:

Trax Technologies, Inc.

By [Signature]
Chief Executive Officer

By [Signature]
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By _____

Name: _____

Title: Manager, Partners for Growth II, LLC
Its General Partner

Assignor:

File Express, Inc.

By [Signature]
Chief Executive Officer

By [Signature]
Secretary

Assignor:

Trax Holdings, Incorporated

By _____
Chief Executive Officer

By _____
Secretary

Assignor:

Trax Technologies, Inc.

By _____
Chief Executive Officer

By _____
Secretary

Assignee:

PARTNERS FOR GROWTH II, L.P.

By Lorraine Nield

Name: LORRAINE NIELD

Title: Manager, Partners for Growth II, LLC
Its General Partner

Assignor:

File Express, Inc.

By _____
Chief Executive Officer

By _____
Secretary

